

EXHIBIT A

Edwin Aiwarzian (SBN 232943)
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FILED
 Superior Court of California
 County of Los Angeles

Attorneys for Plaintiff

FEB 17 2017

Sherri R. Carter, Executive Officer/Clerk
 By Judi Lara, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

PATRICK SINAY, individually, and on
 behalf of other members of the general public
 similarly situated;

Case No.:

BC 6 51 043

Plaintiff,

vs.

ESSENDANT CO., an unknown business
 entity; UNITED STATIONERS SUPPLY
 CO., an unknown business entity; and DOES
 1 through 100, inclusive,

Defendants.

**CLASS ACTION COMPLAINT FOR
 DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.

DEMAND FOR JURY TRIAL

CIT/CASE: BC651043
 LEA/DEF#:
 RECEIPT #: CCH520672100
 DATE PAID: 02/17/17 02:58 PM
 PAYMENT: \$1,435.00
 RECEIVED: 310
 CHECK: \$1,435.00
 CASH: \$0.00
 CHANGE: \$0.00
 CARD: \$0.00

COMES NOW, Plaintiff PATRICK SINAY ("Plaintiff"), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The "amount in controversy" for the named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys' fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Los Angeles. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Los Angeles.

PARTIES

5. Plaintiff PATRICK SINAY is an individual residing in the State of California, County of Los Angeles.

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6. Defendant ESSENDANT CO., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

7. Defendant UNITED STATIONERS SUPPLY CO., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

8. At all relevant times, Defendants ESSENDANT CO. and UNITED STATIONERS SUPPLY CO. were the "employer" of Plaintiff within the meaning of all applicable California laws and statutes.

9. At all times herein relevant, Defendants ESSENDANT CO., UNITED STATIONERS SUPPLY CO. and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

10. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

11. Defendant ESSENDANT CO., UNITED STATIONERS SUPPLY CO. and DOES 1 through 100 will hereinafter collectively be referred to as "Defendants."

12. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members and aggrieved employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

13. Plaintiff brings this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

14. The proposed class is defined as follows:

CLASS. All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment.

SUBCLASS A. All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment who earned shift differential pay/commissions/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages.

15. Plaintiff reserves the right to establish subclasses as appropriate.

16. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity

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1 of such membership is readily ascertainable by inspection of
2 Defendants' employment records.

3 b. Typicality: Plaintiff's claims are typical of all other class members'
4 as demonstrated herein. Plaintiff will fairly and adequately protect
5 the interests of the other class members with whom he has a well-
6 defined community of interest.

7 c. Adequacy: Plaintiff will fairly and adequately protect the interests
8 of each class member, with whom he has a well-defined
9 community of interest and typicality of claims, as demonstrated
10 herein. Plaintiff has no interest that is antagonistic to the other
11 class members. Plaintiff's attorneys, the proposed class counsel,
12 are versed in the rules governing class action discovery,
13 certification, and settlement. Plaintiff has incurred, and during the
14 pendency of this action will continue to incur, costs and attorneys'
15 fees, that have been, are, and will be necessarily expended for the
16 prosecution of this action for the substantial benefit of each class
17 member.

18 d. Superiority: A class action is superior to other available methods
19 for the fair and efficient adjudication of this litigation because
20 individual joinder of all class members is impractical.

21 e. Public Policy Considerations: Certification of this lawsuit as a class
22 action will advance public policy objectives. Employers of this
23 great state violate employment and labor laws every day. Current
24 employees are often afraid to assert their rights out of fear of direct
25 or indirect retaliation. However, class actions provide the class
26 members who are not named in the complaint anonymity that
27 allows for the vindication of their rights.

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1 17. There are common questions of law and fact as to the class members that
2 predominate over questions affecting only individual members. The following common
3 questions of law or fact, among others, exist as to the members of the class:

- 4 a. Whether Defendants' failure to pay wages, without abatement or
5 reduction, in accordance with the California Labor Code, was
6 willful;
- 7 b. Whether Defendants' had a corporate policy and practice of failing
8 to pay their hourly-paid or non-exempt employees within the State
9 of California for all hours worked, missed (short, late, interrupted,
10 and/or missed altogether) meal periods and rest breaks in violation
11 of California law;
- 12 c. Whether Defendants required Plaintiff and the other class members
13 to work over eight (8) hours per day and/or over forty (40) hours
14 per week and failed to pay the legally required overtime
15 compensation to Plaintiff and the other class members;
- 16 d. Whether Defendants failed to use the shift differential
17 pay/commissions/non-discretionary bonuses/non-discretionary
18 performance pay to calculate the regular rate of pay used to
19 calculate the overtime rate for the payment of overtime wages
20 where Plaintiff and the other class members earned shift
21 differential pay/commissions/non-discretionary bonuses/non-
22 discretionary performance pay and overtime wages in the same
23 workweek;
- 24 e. Whether Defendants deprived Plaintiff and the other class members
25 of meal and/or rest periods or required Plaintiff and the other class
26 members to work during meal and/or rest periods without
27 compensation;

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- 1 f. Whether Defendants failed to pay minimum wages to Plaintiff and
2 the other class members for all hours worked;
- 3 g. Whether Defendants failed to pay all wages due to Plaintiff and the
4 other class members within the required time upon their discharge
5 or resignation;
- 6 h. Whether Defendants failed to timely pay all wages due to Plaintiff
7 and the other class members during their employment;
- 8 i. Whether Defendants complied with wage reporting as required by
9 the California Labor Code; including, *inter alia*, section 226;
- 10 j. Whether Defendants kept complete and accurate payroll records as
11 required by the California Labor Code, including, *inter alia*, section
12 1174(d);
- 13 k. Whether Defendants failed to reimburse Plaintiff and the other
14 class members for necessary business-related expenses and costs;
- 15 l. Whether Defendants' conduct was willful or reckless;
- 16 m. Whether Defendants engaged in unfair business practices in
17 violation of California Business & Professions Code section
18 17200, et seq.;
- 19 n. The appropriate amount of damages, restitution, and/or monetary
20 penalties resulting from Defendants' violation of California law;
21 and
- 22 o. Whether Plaintiff and the other class members are entitled to
23 compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

25 18. At all relevant times set forth herein, Defendants employed Plaintiff and
26 other persons as hourly-paid or non-exempt employees within the State of California,
27 including the County of Los Angeles.

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1 19. During the relevant time period, Defendants, jointly and severally,
2 employed Plaintiff as an hourly-paid, non-exempt employee, from approximately
3 August 2014 to approximately May 2015, in the State of California, County of Los
4 Angeles.

5 20. Defendants hired Plaintiff and the other class members and classified
6 them as hourly-paid or non-exempt employees, and failed to compensate them for all
7 hours worked, missed meal periods and/or rest breaks.

8 21. Defendants had the authority to hire and terminate Plaintiff and the other
9 class members; to set work rules and conditions governing Plaintiff's and the other
10 class members' employment; and to supervise their daily employment activities.

11 22. Defendants exercised sufficient authority over the terms and conditions of
12 Plaintiff's and the other class members' employment for them to be joint employers of
13 Plaintiff and the other class members.

14 23. Defendants directly hired and paid wages and benefits to Plaintiff and the
15 other class members.

16 24. Defendants continue to employ hourly-paid or non-exempt employees
17 within the State of California.

18 25. Plaintiff and the other class members worked over eight (8) hours in a
19 day, and/or forty (40) hours in a week during their employment with Defendants.

20 26. Plaintiff is informed and believes, and based thereon alleges, that
21 Defendants engaged in a uniform policy/practice of wage abuse against their hourly-
22 paid or non-exempt employees within the State of California. This uniform
23 policy/practice involved, *inter alia*, failing to pay them for all regular and/or overtime
24 wages earned, missed meal periods and rest breaks in violation of California law.

25 27. Plaintiff is informed and believes, and based thereon alleges, that
26 Defendants knew or should have known that Plaintiff and the other class members were
27 entitled to receive certain wages for overtime compensation and that they were not
28 receiving wages for overtime compensation.

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1 28. Plaintiff is informed and believes, and based thereon alleges, that
2 Defendants failed to use the shift differential pay/commissions/non-discretionary
3 bonuses/non-discretionary performance pay to calculate the regular rate of pay used to
4 calculate the overtime rate for the payment of overtime wages where Plaintiff and the
5 other class members earned shift differential pay/commissions/non-discretionary
6 bonuses/non-discretionary performance pay and overtime wages in the same workweek.

7 29. Plaintiff is informed and believes, and based thereon alleges, that
8 Defendants failed to provide Plaintiff and the other class members the required rest and
9 meal periods during the relevant time period as required under the Industrial Welfare
10 Commission Wage Orders and thus they are entitled to any and all applicable penalties.

11 30. Plaintiff is informed and believes, and based thereon alleges, that
12 Defendants knew or should have known that Plaintiff and the other class members were
13 entitled to receive all meal periods or payment of one additional hour of pay at
14 Plaintiff's and the other class member's regular rate of pay when a meal period was
15 missed, and they did not receive all meal periods or payment of one additional hour of
16 pay at Plaintiff's and the other class member's regular rate of pay when a meal period
17 was missed.

18 31. Plaintiff is informed and believes, and based thereon alleges, that
19 Defendants knew or should have known that Plaintiff and the other class members were
20 entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's
21 and the other class member's regular rate of pay when a rest period was missed, and
22 they did not receive all rest periods or payment of one additional hour of pay at
23 Plaintiff's and the other class members' regular rate of pay when a rest period was
24 missed.

25 32. Plaintiff is informed and believes, and based thereon alleges, that
26 Defendants knew or should have known that Plaintiff and the other class members were
27 entitled to receive at least minimum wages for compensation and that they were not
28 receiving at least minimum wages for all hours worked.

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1 33. Plaintiff is informed and believes, and based thereon alleges, that
2 Defendants knew or should have known that Plaintiff and the other class members were
3 entitled to receive all wages owed to them upon discharge or resignation, including
4 overtime and minimum wages and meal and rest period premiums, and they did not, in
5 fact, receive all such wages owed to them at the time of their discharge or resignation.

6 34. Plaintiff is informed and believes, and based thereon alleges, that
7 Defendants knew or should have known that Plaintiff and the other class members were
8 entitled to receive all wages owed to them during their employment. Plaintiff and the
9 other class members did not receive payment of all wages, including overtime and
10 minimum wages and meal and rest period premiums, within any time permissible under
11 California Labor Code section 204.

12 35. Plaintiff is informed and believes, and based thereon alleges, that
13 Defendants knew or should have known that Plaintiff and the other class members were
14 entitled to receive complete and accurate wage statements in accordance with California
15 law, but, in fact, they did not receive complete and accurate wage statements from
16 Defendants. The deficiencies included, *inter alia*, the failure to include the total
17 number of hours worked by Plaintiff and the other class members.

18 36. Plaintiff is informed and believes, and based thereon alleges, that
19 Defendants knew or should have known that Defendants had to keep complete and
20 accurate payroll records for Plaintiff and the other class members in accordance with
21 California law, but, in fact, did not keep complete and accurate payroll records.

22 37. Plaintiff is informed and believes, and based thereon alleges, that
23 Defendants knew or should have known that Plaintiff and the other class members were
24 entitled to reimbursement for necessary business-related expenses.

25 38. Plaintiff is informed and believes, and based thereon alleges, that
26 Defendants knew or should have known that they had a duty to compensate Plaintiff
27 and the other class members pursuant to California law, and that Defendants had the
28 financial ability to pay such compensation, but willfully, knowingly, and intentionally

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1 failed to do so, and falsely represented to Plaintiff and the other class members that they
2 were properly denied wages, all in order to increase Defendants' profits.

3 39. At all material times set forth herein, Defendants failed to pay overtime
4 wages to Plaintiff and the other class members for all hours worked. Plaintiff and the
5 other class members were required to work more than eight (8) hours per day and/or
6 forty (40) hours per week without overtime compensation.

7 40. At all material times set forth herein, Defendants failed to use the shift
8 differential pay/commissions/non-discretionary bonuses/non-discretionary performance
9 pay to calculate the regular rate of pay used to calculate the overtime rate for the
10 payment of overtime wages where Plaintiff and the other class members earned shift
11 differential pay/commissions/non-discretionary bonuses/non-discretionary performance
12 pay and overtime wages in the same workweek.

13 41. At all material times set forth herein, Defendants failed to provide the
14 requisite uninterrupted meal and rest periods to Plaintiff and the other class members.

15 42. At all material times set forth herein, Defendants failed to pay Plaintiff
16 and the other class members at least minimum wages for all hours worked.

17 43. At all material times set forth herein, Defendants failed to pay Plaintiff
18 and the other class members all wages owed to them upon discharge or resignation.

19 44. At all material times set forth herein, Defendants failed to pay Plaintiff
20 and the other class members all wages within any time permissible under California
21 law, including, *inter alia*, California Labor Code section 204.

22 45. At all material times set forth herein, Defendants failed to provide
23 complete or accurate wage statements to Plaintiff and the other class members.

24 46. At all material times set forth herein, Defendants failed to keep complete
25 or accurate payroll records for Plaintiff and the other class members.

26 47. At all material times set forth herein, Defendants failed to reimburse
27 Plaintiff and the other class members for necessary business-related expenses and costs.

28 48. At all material times set forth herein, Defendants failed to properly

1 compensate Plaintiff and the other class members pursuant to California law in order to
2 increase Defendants' profits.

3 49. California Labor Code section 218 states that nothing in Article 1 of the
4 Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages
5 or penalty due to him [or her] under this article."

6 **FIRST CAUSE OF ACTION**

7 **(Violation of California Labor Code §§ 510 and 1198)**

8 **(Against ESSENDANT CO., UNITED STATIONERS SUPPLY CO.,**

9 **and DOES 1 through 100)**

10 50. Plaintiff incorporates by reference the allegations contained in Paragraphs
11 1 through 49, and each and every part thereof with the same force and effect as though
12 fully set forth herein.

13 51. California Labor Code section 1198 and the applicable Industrial Welfare
14 Commission ("IWC") Wage Order provide that it is unlawful to employ persons
15 without compensating them at a rate of pay either time-and-one-half or two-times that
16 person's regular rate of pay, depending on the number of hours worked by the person
17 on a daily or weekly basis.

18 52. Specifically, the applicable IWC Wage Order provides that Defendants
19 are and were required to pay Plaintiff and the other class members employed by
20 Defendants, and working more than eight (8) hours in a day or more than forty (40)
21 hours in a workweek, at the rate of time-and-one-half the regular rate of pay for all
22 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
23 workweek.

24 53. The applicable IWC Wage Order further provides that Defendants are and
25 were required to pay Plaintiff and the other class members overtime compensation at a
26 rate of two times their regular rate of pay for all hours worked in excess of twelve (12)
27 hours in a day.

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54. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

55. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

56. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members.

57. Defendants' failure to pay Plaintiff and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

58. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against ESSENDANT CO., UNITED STATIONERS SUPPLY CO.,

and DOES 1 through 100)

59. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 58, and each and every part thereof with the same force and effect as though fully set forth herein.

60. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

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61. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

62. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

63. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

64. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

65. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

66. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff and the other class members the full meal period premium for

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1 work performed during meal periods.

2 67. During the relevant time period, Defendants failed to pay Plaintiff and the
3 other class members the full meal period premium due pursuant to California Labor
4 Code section 226.7.

5 68. Defendants' conduct violates applicable IWC Wage Order and California
6 Labor Code sections 226.7 and 512(a).

7 69. Pursuant to applicable IWC Wage Order and California Labor Code
8 section 226.7(b), Plaintiff and the other class members are entitled to recover from
9 Defendants one additional hour of pay at the employee's regular rate of compensation
10 for each work day that the meal or rest period is not provided.

11 **THIRD CAUSE OF ACTION**

12 **(Violation of California Labor Code § 226.7)**

13 **(Against ESSENDANT CO., UNITED STATIONERS SUPPLY CO.,**
14 **and DOES 1 through 100)**

15 70. Plaintiff incorporates by reference the allegations contained in paragraphs
16 1 through 69, and each and every part thereof with the same force and effect as though
17 fully set forth herein.

18 71. At all times herein set forth, the applicable IWC Wage Order and
19 California Labor Code section 226.7 were applicable to Plaintiff's and the other class
20 members' employment by Defendants.

21 72. At all relevant times, California Labor Code section 226.7 provides that
22 no employer shall require an employee to work during any rest period mandated by an
23 applicable order of the California IWC.

24 73. At all relevant times, the applicable IWC Wage Order provides that
25 "[e]very employer shall authorize and permit all employees to take rest periods, which
26 insofar as practicable shall be in the middle of each work period" and that the "rest
27 period time shall be based on the total hours worked daily at the rate of ten (10) minutes
28 net rest time per four (4) hours or major fraction thereof" unless the total daily work

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1 time is less than three and one-half (3 ½) hours.

2 74. During the relevant time period, Defendants required Plaintiff and other
3 class members to work four (4) or more hours without authorizing or permitting a ten
4 (10) minute rest period per each four (4) hour period worked.

5 75. During the relevant time period, Defendants willfully required Plaintiff
6 and the other class members to work during rest periods and failed to pay Plaintiff and
7 the other class members the full rest period premium for work performed during rest
8 periods.

9 76. During the relevant time period, Defendants failed to pay Plaintiff and the
10 other class members the full rest period premium due pursuant to California Labor
11 Code section 226.7

12 77. Defendants' conduct violates applicable IWC Wage Orders and California
13 Labor Code section 226.7.

14 78. Pursuant to the applicable IWC Wage Orders and California Labor Code
15 section 226.7(b), Plaintiff and the other class members are entitled to recover from
16 Defendants one additional hour of pay at the employees' regular hourly rate of
17 compensation for each work day that the rest period was not provided.

18 **FOURTH CAUSE OF ACTION**

19 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

20 **(Against ESSENDANT CO., UNITED STATIONERS SUPPLY CO.,**

21 **and DOES 1 through 100)**

22 79. Plaintiff incorporates by reference the allegations contained in paragraphs
23 1 through 78, and each and every part thereof with the same force and effect as though
24 fully set forth herein.

25 80. At all relevant times, California Labor Code sections 1194, 1197, and
26 1197.1 provide that the minimum wage to be paid to employees, and the payment of a
27 lesser wage than the minimum so fixed is unlawful.

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1 81. During the relevant time period, Defendants failed to pay minimum wage
2 to Plaintiff and the other class members as required, pursuant to California Labor Code
3 sections 1194, 1197, and 1197.1.

4 82. Defendants' failure to pay Plaintiff and the other class members the
5 minimum wage as required violates California Labor Code sections 1194, 1197, and
6 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to
7 recover the unpaid balance of their minimum wage compensation as well as interest,
8 costs, and attorney's fees, and liquidated damages in an amount equal to the wages
9 unlawfully unpaid and interest thereon.

10 83. Pursuant to California Labor Code section 1197.1, Plaintiff and the other
11 class members are entitled to recover a penalty of \$100.00 for the initial failure to
12 timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
13 pay each employee minimum wages.

14 84. Pursuant to California Labor Code section 1194.2, Plaintiff and the other
15 class members are entitled to recover liquidated damages in an amount equal to the
16 wages unlawfully unpaid and interest thereon.

17 **FIFTH CAUSE OF ACTION**

18 **(Violation of California Labor Code §§ 201 and 202)**

19 **(Against ESSENDANT CO., UNITED STATIONERS SUPPLY CO.,**

20 **and DOES 1 through 100)**

21 85. Plaintiff incorporates by reference the allegations contained in paragraphs
22 1 through 84, and each and every part thereof with the same force and effect as though
23 fully set forth herein.

24 86. At all relevant times herein set forth, California Labor Code sections 201
25 and 202 provide that if an employer discharges an employee, the wages earned and
26 unpaid at the time of discharge are due and payable immediately, and if an employee
27 quits his or her employment, his or her wages shall become due and payable not later
28 than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72)

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1 hours' notice of his or her intention to quit, in which case the employee is entitled to his
2 or her wages at the time of quitting.

3 87. During the relevant time period, Defendants intentionally and willfully
4 failed to pay Plaintiff and the other class members who are no longer employed by
5 Defendants their wages, earned and unpaid, within seventy-two (72) hours of their
6 leaving Defendants' employ.

7 88. Defendants' failure to pay Plaintiff and the other class members who are
8 no longer employed by Defendants' their wages, earned and unpaid, within seventy-two
9 (72) hours of their leaving Defendants' employ, is in violation of California Labor Code
10 sections 201 and 202.

11 89. California Labor Code section 203 provides that if an employer willfully
12 fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the
13 employee shall continue as a penalty from the due date thereof at the same rate until
14 paid or until an action is commenced; but the wages shall not continue for more than
15 thirty (30) days.

16 90. Plaintiff and the other class members are entitled to recover from
17 Defendants the statutory penalty wages for each day they were not paid, up to a thirty
18 (30) day maximum pursuant to California Labor Code section 203.

19 **SIXTH CAUSE OF ACTION**

20 **(Violation of California Labor Code § 204)**

21 **(Against ESSENDANT CO., UNITED STATIONERS SUPPLY CO.,**

22 **and DOES 1 through 100)**

23 91. Plaintiff incorporates by reference the allegations contained in paragraphs
24 1 through 90, and each and every part thereof with the same force and effect as though
25 fully set forth herein.

26 92. At all times herein set forth, California Labor Code section 204 provides
27 that all wages earned by any person in any employment between the 1st and 15th days,
28 inclusive, of any calendar month, other than those wages due upon termination of an

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1 employee, are due and payable between the 16th and the 26th day of the month during
2 which the labor was performed.

3 93. At all times herein set forth, California Labor Code section 204 provides
4 that all wages earned by any person in any employment between the 16th and the last
5 day, inclusive, of any calendar month, other than those wages due upon termination of
6 an employee, are due and payable between the 1st and the 10th day of the following
7 month.

8 94. At all times herein set forth, California Labor Code section 204 provides
9 that all wages earned for labor in excess of the normal work period shall be paid no
10 later than the payday for the next regular payroll period.

11 95. During the relevant time period, Defendants intentionally and willfully
12 failed to pay Plaintiff and the other class members all wages due to them, within any
13 time period permissible under California Labor Code section 204.

14 96. Plaintiff and the other class members are entitled to recover all remedies
15 available for violations of California Labor Code section 204.

16 **SEVENTH CAUSE OF ACTION**

17 **(Violation of California Labor Code § 226(a))**

18 **(Against ESSENDANT CO., UNITED STATIONERS SUPPLY CO.,**

19 **and DOES 1 through 100)**

20 97. Plaintiff incorporates by reference the allegations contained in paragraphs
21 1 through 96, and each and every part thereof with the same force and effect as though
22 fully set forth herein.

23 98. At all material times set forth herein, California Labor Code section
24 226(a) provides that every employer shall furnish each of his or her employees an
25 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
26 worked by the employee, (3) the number of piece-rate units earned and any applicable
27 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that
28 all deductions made on written orders of the employee may be aggregated and shown as

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1 one item, (5) net wages earned, (6) the inclusive dates of the period for which the
2 employee is paid, (7) the name of the employee and his or her social security number,
3 (8) the name and address of the legal entity that is the employer, and (9) all applicable
4 hourly rates in effect during the pay period and the corresponding number of hours
5 worked at each hourly rate by the employee. The deductions made from payments of
6 wages shall be recorded in ink or other indelible form, properly dated, showing the
7 month, day, and year, and a copy of the statement or a record of the deductions shall be
8 kept on file by the employer for at least three years at the place of employment or at a
9 central location within the State of California.

10 99. Defendants have intentionally and willfully failed to provide Plaintiff and
11 the other class members with complete and accurate wage statements. The deficiencies
12 include, but are not limited to: the failure to include the total number of hours worked
13 by Plaintiff and the other class members.

14 100. As a result of Defendants' violation of California Labor Code section
15 226(a), Plaintiff and the other class members have suffered injury and damage to their
16 statutorily-protected rights.

17 101. More specifically, Plaintiff and the other class members have been injured
18 by Defendants' intentional and willful violation of California Labor Code section
19 226(a) because they were denied both their legal right to receive, and their protected
20 interest in receiving, accurate and itemized wage statements pursuant to California
21 Labor Code section 226(a).

22 102. Plaintiff and the other class members are entitled to recover from
23 Defendants the greater of their actual damages caused by Defendants' failure to comply
24 with California Labor Code section 226(a), or an aggregate penalty not exceeding four
25 thousand dollars per employee.

26 103. Plaintiff and the other class members are also entitled to injunctive relief
27 to ensure compliance with this section, pursuant to California Labor Code section
28 226(g).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

**(Against ESSENDANT CO., UNITED STATIONERS SUPPLY CO.,
and DOES 1 through 100)**

104. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 103, and each and every part thereof with the same force and effect as though fully set forth herein.

105. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

106. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

107. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

108. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

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NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against ESSENDANT CO., UNITED STATIONERS SUPPLY CO.,

and DOES 1 through 100)

109. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 108, and each and every part thereof with the same force and effect as though fully set forth herein.

110. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

111. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

112. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against ESSENDANT CO., UNITED STATIONERS SUPPLY CO.,

and DOES 1 through 100)

113. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 112, and each and every part thereof with the same force and effect as though fully set forth herein.

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114. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

115. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

116. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

117. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

118. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

119. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages

1 withheld and retained by Defendants during a period that commences four years prior to
2 the filing of this Complaint; an award of attorneys' fees pursuant to California Code of
3 Civil procedure section 1021.5 and other applicable laws; and an award of costs.

4 **DEMAND FOR JURY TRIAL**

5 Plaintiff, individually, and on behalf of other members of the general public
6 similarly situated, requests a trial by jury.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff, individually and on behalf of all other members of the
9 general public similarly situated, prays for relief and judgment against Defendants,
10 jointly and severally, as follows:

11 **Class Certification**

12 1. That this action be certified as a class action;
13 2. That Plaintiff be appointed as the representative of the Class;
14 3. That counsel for Plaintiff be appointed as Class Counsel; and
15 4. That Defendants provide to Class Counsel immediately the names and
16 most current/last known contact information (address, e-mail and telephone numbers)
17 of all class members.

18 **As to the First Cause of Action**

19 5. That the Court declare, adjudge and decree that Defendants violated
20 California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by
21 willfully failing to pay all overtime wages due to Plaintiff and the other class members;

22 6. For general unpaid wages at overtime wage rates and such general and
23 special damages as may be appropriate;

24 7. For pre-judgment interest on any unpaid overtime compensation
25 commencing from the date such amounts were due;

26 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
27 California Labor Code section 1194;

28 ///

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9. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

10. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

11. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

12. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

13. For all actual, consequential, and incidental losses and damages, according to proof;

14. For premium wages pursuant to California Labor Code section 226.7(b);

15. For pre-judgment interest on any unpaid wages from the date such amounts were due;

16. For reasonable attorneys' fees and costs of suit incurred herein; and

17. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

18. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

19. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

20. For all actual, consequential, and incidental losses and damages, according to proof;

21. For premium wages pursuant to California Labor Code section 226.7(b);

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22. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

23. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

24. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

25. For general unpaid wages and such general and special damages as may be appropriate;

26. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

27. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

28. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

29. For liquidated damages pursuant to California Labor Code section 1194.2; and

30. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

31. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

32. For all actual, consequential, and incidental losses and damages, according to proof;

33. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

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1 34. For pre-judgment interest on any unpaid compensation from the date such
2 amounts were due; and

3 35. For such other and further relief as the Court may deem just and proper.

4 **As to the Sixth Cause of Action**

5 36. That the Court declare, adjudge and decree that Defendants violated
6 California Labor Code section 204 by willfully failing to pay all compensation owed at
7 the time required by California Labor Code section 204 to Plaintiff and the other class
8 members;

9 37. For all actual, consequential, and incidental losses and damages,
10 according to proof;

11 38. For pre-judgment interest on any unpaid compensation from the date such
12 amounts were due; and

13 39. For such other and further relief as the Court may deem just and proper.

14 **As to the Seventh Cause of Action**

15 40. That the Court declare, adjudge and decree that Defendants violated the
16 record keeping provisions of California Labor Code section 226(a) and applicable IWC
17 Wage Orders as to Plaintiff and the other class members, and willfully failed to provide
18 accurate itemized wage statements thereto;

19 41. For actual, consequential and incidental losses and damages, according to
20 proof;

21 42. For statutory penalties pursuant to California Labor Code section 226(e);

22 43. For injunctive relief to ensure compliance with this section, pursuant to
23 California Labor Code section 226(g); and

24 44. For such other and further relief as the Court may deem just and proper.

25 **As to the Eighth Cause of Action**

26 45. That the Court declare, adjudge and decree that Defendants violated
27 California Labor Code section 1174(d) by willfully failing to keep accurate and
28 complete payroll records for Plaintiff and the other class members as required by

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California Labor Code section 1174(d);

46. For actual, consequential and incidental losses and damages, according to proof;

47. For statutory penalties pursuant to California Labor Code section 1174.5; and

48. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

49. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

50. For actual, consequential and incidental losses and damages, according to proof;

51. For the imposition of civil penalties and/or statutory penalties;

52. For reasonable attorneys' fees and costs of suit incurred herein; and

53. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

54. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

55. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

1 56. For the appointment of a receiver to receive, manage and distribute any
2 and all funds disgorged from Defendants and determined to have been wrongfully
3 acquired by Defendants as a result of violation of California Business and Professions
4 Code sections 17200, et seq.;

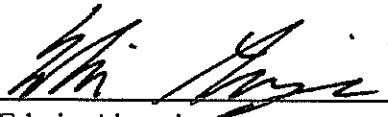
5 57. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
6 California Code of Civil Procedure section 1021.5;

7 58. For injunctive relief to ensure compliance with this section, pursuant to
8 California Business and Professions Code sections 17200, et seq.; and

9 59. For such other and further relief as the Court may deem just and proper.

10 Dated: February 17, 2017

LAWYERS for JUSTICE, PC

11
12 By: 
13 Edwin Aiwanian
14 Attorneys for Plaintiff
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|--|--|---|--|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Edwin Aiwazian (State Bar No. 232943) LAWYERS FOR JUSTICE, PC 410 West Arden Avenue, Suite 203 Glendale, California 91203 TELEPHONE NO.: (818) 265-1020 FAX NO.: (818) 265-1021 ATTORNEY FOR (Name): Plaintiff Patrick Sinay | | FOR COURT USE ONLY <div style="text-align: center; font-weight: bold; font-size: 1.2em;">FILED</div> Superior Court of California County of Los Angeles FEB 17 2017 Sherri R. Carter, Executive Officer/Clerk By <u>[Signature]</u> Deputy | |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk Courthouse | | | |
| CASE NAME: Sinay vs. Essendant Co., et al. | | | |
| CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) | | Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) | |
| | | CASE NUMBER: <u>udl Lrgn</u> <div style="font-size: 1.5em; font-weight: bold; text-align: center;">BC 6 5 1 0 4 3</div> JUDGE: DEPT: | |

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

| | | |
|---|--|---|
| Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15) | Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|---|

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 10
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: February 17, 2017

Edwin Aiwazian

(TYPE OR PRINT NAME)

[Signature]
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

| | |
|---|--|
| SHORT TITLE: Sinay vs. Essendant Co., et al. | CASE NUMBER <div style="font-size: 1.2em; font-weight: bold; text-align: center;">BC 0 51 043</div> |
|---|--|

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☒ YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 10 HOURS/DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.3.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|---|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. 2. May be filed in central (other county, or no bodily injury/property damage). 3. Location where cause of action arose. 4. Location where bodily injury, death or damage occurred. 5. Location where performance required or defendant resides. | 6. Location of property or permanently garaged vehicle. 7. Location where petitioner resides. 8. Location wherein defendant/respondent functions wholly. 9. Location where one or more of the parties reside. 10. Location of Labor Commissioner Office 11. Mandatory Filing Location (Hub Case) |
|---|---|

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

| | A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
|--|--|---|---|
| Auto Tort | Auto (22) | <input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death | 1., 2., 4. |
| | Uninsured Motorist (46) | <input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist | 1., 2., 4. |
| Other Personal Injury/Property Damage/Wrongful Death Tort | Asbestos (04) | <input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death | 2. 2. |
| | Product Liability (24) | <input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental) | 1., 2., 3., 4., 8. |
| | Medical Malpractice (45) | <input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice | 1., 4. 1., 4. |
| | Other Personal Injury Property Damage/Wrongful Death (23) | <input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death | 1., 4. 1., 4. 1., 3. 1., 4. |
| | | | |

| | |
|---|--------------|
| SHORT TITLE: Sinay vs. Essendant Co., et al. | CASE NUMBER: |
|---|--------------|

| | A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
|--|---|---|--|
| Non-Personal Injury/Property Damage/Wrongful Death Tort | Business Tort (07) | <input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract) | 1., 3. |
| | Civil Rights (08) | <input type="checkbox"/> A6005 Civil Rights/Discrimination | 1., 2., 3. |
| | Defamation (13) | <input type="checkbox"/> A6010 Defamation (slander/libel) | 1., 2., 3. |
| | Fraud (16) | <input type="checkbox"/> A6013 Fraud (no contract) | 1., 2., 3. |
| | Professional Negligence (25) | <input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal) | 1., 2., 3. 1., 2., 3. |
| | Other (35) | <input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort | 2., 3. |
| Employment | Wrongful Termination (36) | <input type="checkbox"/> A6037 Wrongful Termination | 1., 2., 3. |
| | Other Employment (15) | <input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals | ① 2., 3. 10. |
| Contract | Breach of Contract/ Warranty (06) (not insurance) | <input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence) | 2., 5. 2., 5. 1., 2., 5. 1., 2., 5. |
| | Collections (09) | <input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014) | 2., 5., 6, 11 2., 5, 11 5, 6, 11 |
| | Insurance Coverage (18) | <input type="checkbox"/> A6015 Insurance Coverage (not complex) | 1., 2., 5., 8. |
| | Other Contract (37) | <input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence) | 1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8. |
| | Eminent Domain/Inverse Condemnation (14) | <input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____ | 2. |
| | Wrongful Eviction (33) | <input type="checkbox"/> A6023 Wrongful Eviction Case | 2., 6. |
| Real Property | Other Real Property (26) | <input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure) | 2., 6. 2., 6. 2., 6. |
| | Unlawful Detainer-Commercial (31) | <input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction) | 2., 6. |
| | Unlawful Detainer-Residential (32) | <input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction) | 2., 6. |
| Unlawful Detainer | Unlawful Detainer-Post-Foreclosure (34) | <input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure | 2., 6. |
| | Unlawful Detainer-Drugs (38) | <input type="checkbox"/> A6022 Unlawful Detainer-Drugs | 2., 6. |

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| SHORT TITLE: Sinay vs. Essendant Co., et al. | CASE NUMBER: |
|---|--------------|

| | A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
|----------------------------------|--|--|--|
| Judicial Review | Asset Forfeiture (05) | <input type="checkbox"/> A6108 Asset Forfeiture Case | 2., 6. |
| | Petition re Arbitration (11) | <input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration | 2., 5. |
| | Writ of Mandate (02) | <input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review | 2., 8. 2. 2. |
| | Other Judicial Review (39) | <input type="checkbox"/> A6150 Other Writ /Judicial Review | 2., 8. |
| | | | |
| Provisionally Complex Litigation | Antitrust/Trade Regulation (03) | <input type="checkbox"/> A6003 Antitrust/Trade Regulation | 1., 2., 8. |
| | Construction Defect (10) | <input type="checkbox"/> A6007 Construction Defect | 1., 2., 3. |
| | Claims Involving Mass Tort (40) | <input type="checkbox"/> A6006 Claims Involving Mass Tort | 1., 2., 8. |
| | Securities Litigation (28) | <input type="checkbox"/> A6035 Securities Litigation Case | 1., 2., 8. |
| | Toxic Tort Environmental (30) | <input type="checkbox"/> A6036 Toxic Tort/Environmental | 1., 2., 3., 8. |
| | Insurance Coverage Claims from Complex Case (41) | <input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only) | 1., 2., 5., 8. |
| Enforcement of Judgment | Enforcement of Judgment (20) | <input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case | 2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9. |
| | RICO (27) | <input type="checkbox"/> A6033 Racketeering (RICO) Case | 1., 2., 8. |
| | Other Complaints (Not Specified Above) (42) | <input type="checkbox"/> A6030 Declaratory Relief Only | 1., 2., 8. |
| | | <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) | 2., 8. |
| | | <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) | 1., 2., 8. |
| | | <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex) | 1., 2., 8. |
| Miscellaneous Civil Petitions | Partnership Corporation Governance (21) | <input type="checkbox"/> A6113 Partnership and Corporate Governance Case | 2., 8. |
| | Other Petitions (Not Specified Above) (43) | <input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition | 2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9. |

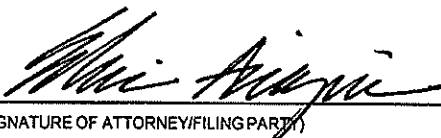
| | |
|---|-------------|
| SHORT TITLE: Sinay vs. Essendant Co., et al. | CASE NUMBER |
|---|-------------|

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

| | | |
|--|---------------------|---|
| REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11. | | ADDRESS: 918 South Stimson Avenue |
| CITY: City of Industry | STATE: CA | ZIP CODE: 91745 |

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.3, subd (a)].

Dated: February 17, 2017


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/15).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

02/17/2017